

00-1318-CD
ANGELINA M. SMELZER -vs- SCOTT CONKLIN BUILDERS INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

2 ANGELINA M. SMELTZER,

Plaintiff,

*

vs.
15 SCOTT CONKLIN BUILDERS, INC.,

Defendant.

* No. 00-138-CD

* JURY TRIAL DEMANDED

*

*

* Type of Pleading: COMPLAINT

*

* Filed on behalf of: PLAINTIFF

*

* Counsel of Record for this party:

* James A. Naddeo, Esquire
Pa. ID #: 06820

*

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA16830
* (814) 765-1601

*

FILED

OCT 24 2000

*

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER,	*
Plaintiff,	*
vs.	No. 00 - - CD
SCOTT CONKLIN BUILDERS, INC.,	JURY TRIAL DEMANDED
Defendant.	*
	*

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER,

*
Plaintiff,

vs.

*
No. 00 - - CD

SCOTT CONKLIN BUILDERS, INC.,

*
JURY TRIAL DEMANDED

*
Defendant.

COMPLAINT

NOW COMES, the Plaintiff, Angelina M. Smeltzer, and by her attorney, James A. Naddeo, Esquire, sets forth the following factual averments:

1. That the Plaintiff is Angelina M. Smeltzer, an adult individual residing at RR2 Box 189, Morrisdale, Pennsylvania.
2. That the Defendant is Scott Conklin Builders, Inc., a Pennsylvania corporation having it's principle place of business located at Route 350 South, Tyrone Pike, Philipsburg, Pennsylvania.
3. That on or about May 28th, 1998, Plaintiff and Defendant executed a written contract for the construction of an addition to the Plaintiff's residence located at RR2 Box 189, Morrisdale, Clearfield County, Pennsylvania. A true and correct copy of the agreement is attached hereto and marked as Exhibit "A".
4. That the contract provided that the Defendant would be responsible for the materials and labor necessary to construct a sun porch, wood deck, and roof panel from the Plaintiff's home to her garage in exchange for a purchase price of \$14,800.00.
5. That the Plaintiff fulfilled all of the terms of the contract required to be performed on her part.
6. That the Defendant failed to fulfill all of the terms of the contract required to be performed on their part.
7. That as a result of the Defendant's failure to adequately perform their duties required under the construction contract, Defendant has materially breached the contract and Plaintiff is entitled to an amount of monetary damages necessary to replace the defective sun porch, wood deck, and roof panel.

Count I – Breach of Contract – Unworkmanlike Performance

8. That the allegations set forth in Paragraphs 1 through 7 are incorporated as though the same were set forth herein at length.

9. That the Defendant has failed to perform in a proper and workmanlike manner certain things, which were expressly or by necessary implication required by the contract to be done and performed.

10. That the Defendant has performed in a poor, improper, and unworkmanlike manner as follows:

(a) At the juncture of the new roof line and the existing roof line, the structure leaks causing water to enter the enclosed porch and the basement.

(b) The concrete used on the project was poured too tight to the buildings with no expansion materials causing the concrete to crack.

(c) The doors and windows installed on the project are not level allowing cold air into the porch area and frosting up the inside of the windows.

(d) The materials used on the entire project were cheap, inadequate, and unsuitable for the project's purpose as discussed by the parties.

11. That despite Plaintiff's demand to fix the aforementioned defective conditions, Defendant has failed to and refuses to cure these problems, entitling Plaintiff to the reasonable cost of remedying Defendant's breach.

Count II – Breach of Contract – Express Guarantee

12. That the allegations set forth in Paragraph 1 through 11 are incorporated as though the same were set forth herein at length.

13. That prior to entering into the construction contract, Defendant represented that the construction of the sun porch would prevent water from leaking into the Plaintiff's basement and that heating the sun porch would be economically feasible.

14. That Defendant also represented that a six foot by seventeen foot deck would be installed as part of the project.

15. That Plaintiff relied solely upon the expertise of the Defendant to plan, design, recommend, purchase materials, and install the sun porch, deck, and roof.

16. That based on the representations and assurances of the Defendant, who warranted that the project would fulfill the specific purposes requested, Plaintiff entered into the contract and permitted Defendant to install the sun porch, deck, and roof.

17. That the terms of the contract set forth that "all work is to be completed in a workmanlike manner according to standard practices" and that Defendant "will guarantee workmanship for two years from the date of contract."

18. That at some time within two years from the date of the contract Plaintiff began having problems with her new sun porch, deck, and roof as follows:

(a) The new deck only measured six feet by eleven feet, not six feet by seventeen feet as the contract stipulated.

(b) The structure leaks at the juncture of the new roof line and the existing roof line allowing water into the sun porch and the basement of the home.

(c) The sun porch can not be adequately heated.

(d) The doors and windows are not level allowing cold air into the sun porch.

(e) The concrete walkways are cracking allowing freezing water into portions of the sidewalk.

(f) The insides of the windows installed on the sun porch freeze up in cold weather.

19. That the aforementioned problems with the new addition constitute a breach of the express warranties made by the Defendant during pre-contract negotiations and within the actual terms of the construction contract.

20. That the Plaintiff is entitled to the reasonable cost of remedying these breaches.

Count III – Breach of Contract – Implied Warranty of Merchantability and Fitness for a Particular Purpose

21. That the allegations set forth in Paragraph 1 through 20 are incorporated as though the same were set forth herein at length.

22. That the construction contract entered into between the parties constituted a "sale of goods" under the Pennsylvania Uniform Commercial Code Article 2, entitling the

Plaintiff to the protections of the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

23. That the addition made to the Plaintiff's residence would not "pass without objection in the trade under the contract description" nor be "fit for the ordinary purposes for which such goods are used" as required under 13 Pa.C.S.A § 2314 (b)(1) and (3), in that the addition:

(a) Was built with substandard materials.

(b) Failed to prevent water from leaking into the sun porch and basement.

(c) Was unable to be adequately heated.

(d) Failed generally to provide Plaintiff with an adequate and aesthetically pleasing final product.

24. That at the time of contracting Defendant had reason to know the particular purpose for which the addition was being built and knew that the buyer was relying on it's skill and judgment to select and furnish suitable goods.

25. That Defendant's knowledge of the particular purpose for the addition and it's failure to select and provide suitable goods constitutes a breach of contract under 13 Pa.C.S.A. § 2315.

WHEREFORE, the Plaintiff demands judgment against the Defendant in an amount in excess of \$20,000, with costs and interest.

Respectfully submitted,


James A. Naddeo, Esquire
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)

ss.

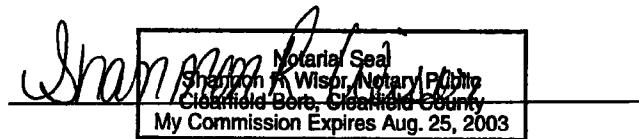
COUNTY OF CLEARFIELD

)

Before me, the undersigned officer, personally appeared ANGELINA M. SMELTZER, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.


Angelina M. Smeltzer

SWORN and SUBSCRIBED before me this 23rd day of October, 2000.


Notary Seal
Shannon M. Wisor, Notary Public
Clearfield Borough, Clearfield County
My Commission Expires Aug. 25, 2003

Oct 24 1981 | Atty Nadelco
\$ 80.00 | William A. S. N.
Prothonotary | PA \$80.00
1cc Atty Nadelco

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10334

SMELTZER, ANGELINA M.

00-1318-CD

VS.

SCOTT CONKLIN BUILDERS, INC.

COMPLAINT

SHERIFF RETURNS

NOW OCTOBER 27, 2000, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON SCOTT CONKLIN BUILDERS, INC., DEFENDANT.

NOW OCTOBER 31, 2000 SERVED THE WITHIN COMPLAINT ON SCOTT CONKLIN BUILDERS INC., DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED JAMES BRYANT, ATTORNEY FOR DEFENDANT.

Return Costs

Cost	Description
27.88	SHFF. HAWKINS PAID BY: ATTY.
22.00	SHFF. NAU PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

BS/CH NOV 09 2000

William A. Shaw
Prothonotary

Sworn to Before Me This

9th Day Of Nov 2000
CH

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

So Answers,

*Chester A. Hawkins
by Marley A. Harris*
Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)	2. Case Number
Angelina M. Smeltzer	00-1318-C0
3. Defendant(s)	4. Type of Writ or Complaint:
Scott Conklin Builders Inc.	Complaint
SERVE → AT 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. SCOTT CONKLIN BUILDERS INC. 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) RT 350 South Tyrone Pike, Philipsburg	
7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other	

Now, 20. I, Sheriff of Centre County, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title 14. Date Filed 15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to James Bryant, on the 31st day of October,
 20 00, at 12:45 o'clock, P m., at Room 101, Court House, Bellefonte, County of Centre Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.

Adult family member with whom said Defendant(s) resides(s). Relationship is _____

Adult in charge of Defendant's residence.

Manager/Clerk of place of lodging in which Defendant(s) resides(s).

Agent or person in charge of Defendant's office or usual place of business.

and officer of said Defendant company.

✓ Other Attorney for Scott Conklin

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

Moved Unknown No Answer Vacant Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>—</u>	<u>2.50</u>	<u>—</u>	<u>.50</u>	<u>.00</u>	<u>22.00</u>	<u>53.00</u>

17. AFFIRMED and subscribed to before me this 2

So Answer. H. Shady

20. day of November 2000

18. Signature of Dep. Sheriff H. Shady

19. Date 10-31-00

23. Corinne Peters

21. Signature of Sheriff Corinne Peters

22. Date

SHERIFF OF CENTRE COUNTY

Notary Public Corinne Peters, Notary Public Bellefonte Boro, Centre County My Commission Expires Aug. 28, 2001	Amount Pd.
---	------------

Amount Pd. Page

24. I ACKNOWLEDGE RECEIPT OF THIS SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.	25. Date Received
--	-------------------



CENTRE COUNTY SHERIFF
DENNY NAU

COURTHOUSE
BELLEFCNTE, PENNSYLVANIA 16823
(814) 355-6803

Angelina M Smeltzer
PLAINTIFF

00-1318-CD
CASE #

Scott Conklin Builders Inc.
DEFENDANT

Complaint
TYPE

ACCEPTANCE OF SERVICE

I accept service of the Complaint
on behalf of Scott Conklin
and certify that I am authorized to do so.

10/31/00 ^{12:45}
Date and Time

Jan M B T
AUTHORIZED SIGNATURE

Beautiful Dovetown
MAILING ADDRESS
Milner



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-6089

DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANGELINA M. SMELTZER

NO. 00-1318-CD

VS

SCOTT CONKLIN BUILDERS INC

ACTION: COMPLAINT

SERVE BY: 11/23/00

or

HEARING DATE:

SERVE: SCOTT CONKLIN BUILDERS INC

ADDRESS: Rt. 350 South Tyrone Pike, Philipsburg

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 27th day of OCTOBER 2000.

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: JAMES A. NADDEO, Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER, *
Plaintiff,
*
vs. No. 00 - 1318 - CD
*
SCOTT CONKLIN BUILDERS, INC., JURY TRIAL DEMANDED
*
Defendant.
*

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER,	*
	Plaintiff,
	*
vs.	No. 00 - 1318 - CD
	*
SCOTT CONKLIN BUILDERS, INC.,	JURY TRIAL DEMANDED
	*
	Defendant.
	*

AMENDED COMPLAINT

NOW COMES, the Plaintiff, Angelina M. Smeltzer, and by her attorney, James A. Naddeo, Esquire, sets forth the following factual averments:

1. That the Plaintiff is Angelina M. Smeltzer, an adult individual residing at RR2 Box 189, Morrisdale, Pennsylvania.

2. That the Defendant is Scott Conklin Builders, Inc., a Pennsylvania corporation having it's principle place of business located at Route 350 South, Tyrone Pike, Philipsburg, Pennsylvania.

3. That on or about May 28th, 1998, Plaintiff and Defendant executed a written contract for the construction of an addition to the Plaintiff's residence located at RR2 Box 189, Morrisdale, Clearfield County, Pennsylvania. A true and correct copy of the agreement is attached hereto and marked as Exhibit "A".

4. That the contract provided that the Defendant would be responsible for the materials and labor necessary to construct a sun porch, wood deck, and roof panel from the Plaintiff's home to her garage in exchange for a purchase price of \$14,800.00.

5. That the Plaintiff fulfilled all of the terms of the contract required to be performed on her part.

6. That the Defendant failed to fulfill all of the terms of the contract required to be performed on their part.

7. That as a result of the Defendant's failure to adequately perform their duties required under the construction contract, Defendant has materially breached the contract and Plaintiff is entitled to an amount of monetary damages necessary to replace the defective sun porch, wood deck, and roof panel.

Count I – Breach of Contract – Unworkmanlike Performance

8. That the allegations set forth in Paragraphs 1 through 7 are incorporated as though the same were set forth herein at length.
9. That the Defendant has failed to perform in a proper and workmanlike manner certain things, which were expressly or by necessary implication required by the contract to be done and performed.
10. That the Defendant has performed in a poor, improper, and unworkmanlike manner as follows:
 - (a) At the juncture of the new roof line and the existing roof line, the structure leaks causing water to enter the enclosed porch and the basement.
 - (b) The concrete used on the project was poured too tight to the buildings with no expansion materials causing the concrete to crack.
 - (c) The doors and windows installed on the project are not level allowing cold air into the porch area and frosting up the inside of the windows.
 - (d) The materials used on the entire project were cheap, inadequate, and unsuitable for the project's purpose as discussed by the parties.

11. That despite Plaintiff's demand to fix the aforementioned defective conditions, Defendant has failed to and refuses to cure these problems, entitling Plaintiff to the reasonable cost of remedying Defendant's breach.

Count II – Breach of Contract – Express Guarantee

12. That the allegations set forth in Paragraph 1 through 11 are incorporated as though the same were set forth herein at length.
13. That prior to entering into the construction contract, Defendant represented that the construction of the sun porch would prevent water from leaking into the Plaintiff's basement and that heating the sun porch would be economically feasible.
14. That Defendant also represented that a six foot by seventeen foot deck would be installed as part of the project.
15. That Plaintiff relied solely upon the expertise of the Defendant to plan, design, recommend, purchase materials, and install the sun porch, deck, and roof.

16. That based on the representations and assurances of the Defendant, who warranted that the project would fulfill the specific purposes requested, Plaintiff entered into the contract and permitted Defendant to install the sun porch, deck, and roof.

17. That the terms of the contract set forth that "all work is to be completed in a workmanlike manner according to standard practices" and that Defendant "will guarantee workmanship for two years from the date of contract."

18. That at some time within two years from the date of the contract Plaintiff began having problems with her new sun porch, deck, and roof as follows:

(a) The new deck only measured six feet by eleven feet, not six feet by seventeen feet as the contract stipulated.

(b) The structure leaks at the juncture of the new roof line and the existing roof line allowing water into the sun porch and the basement of the home.

(c) The sun porch can not be adequately heated.

(d) The doors and windows are not level allowing cold air into the sun porch.

(e) The concrete walkways are cracking allowing freezing water into portions of the sidewalk.

(f) The insides of the windows installed on the sun porch freeze up in cold weather.

19. That the aforementioned problems with the new addition constitute a breach of the express warranties made by the Defendant during pre-contract negotiations and within the actual terms of the construction contract.

20. That the Plaintiff is entitled to the reasonable cost of remedying these breaches.

Count III – Breach of Contract – Implied Warranty of Merchantability and Fitness for a Particular Purpose

21. That the allegations set forth in Paragraph 1 through 20 are incorporated as though the same were set forth herein at length.

22. That the construction contract entered into between the parties constituted a "sale of goods" under the Pennsylvania Uniform Commercial Code Article 2, entitling the

Plaintiff to the protections of the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

23. That the addition made to the Plaintiff's residence would not "pass without objection in the trade under the contract description" nor be "fit for the ordinary purposes for which such goods are used" as required under 13 Pa.C.S.A § 2314 (b)(1) and (3), in that the addition:

(a) Was built with substandard materials.

(b) Failed to prevent water from leaking into the sun porch and basement.

(c) Was unable to be adequately heated.

(d) Failed generally to provide Plaintiff with an adequate and aesthetically pleasing final product.

24. That at the time of contracting Defendant had reason to know the particular purpose for which the addition was being built and knew that the buyer was relying on it's skill and judgment to select and furnish suitable goods.

25. That Defendant's knowledge of the particular purpose for the addition and it's failure to select and provide suitable goods constitutes a breach of contract under 13 Pa.C.S.A. § 2315.

WHEREFORE, the Plaintiff demands judgment against the Defendant in an amount in excess of \$20,000, with costs and interest.

Respectfully submitted,



James A. Naddeo, Esquire
Attorney for Plaintiff



VINYL SIDING

SCOTT CONKLIN

BUILDERS, INC.



ENTRY DOORS



VINYL DECKING & RAILINGS

Visit our office showroom
RT. 350 S - TYRONE PIKE
PHILIPSBURG, PA 16866
PHONE: (814) 342-4685
TOLL FREE: 1-800-723-8753

SIDING **WINDOWS** DOORS3 & 4 SEASON
DECKS **ENCLOSURES** FENCING

GLASS ROOM ENCLOSURES

TO Mr. Angelina SmeltzerDATE 5-21-98

(PURCHASER)

315-5327

P.O. 2 Pox 189

(HOME PHONE)

IND & STREET

Morrisdale PA

16855

(CITY & STATE)

(ZIP)

(WORK PHONE)

We hereby submit specifications and estimates for:

Home Renovation

Work To Include:

Install white "Clearview Room 14x16 with 4x6 entry.
 Sliding windows with screens. 4" Treated roof. Treated lumber
 floor with 3/4" Treated plywood floor. Vinyl vinyl from porch to
 Garage. Vinyl concrete stem Garage to house appx. 20x9.
 Install 6x10' deck, 10' off axis off enclosed room. Treated lumber floor.
 Install 12x18' garage and from porch to end of house. Clearview
 to have 1/8" ins. safety glass.

Price includes Material, Tax, Labor

PROPOSED BY: Scott Conklin

IT IS FURTHER UNDERSTOOD THAT

- (A) The Contractor is hereby authorized to make all such openings as are necessary for the fulfillment of this agreement and will close all such openings in a neat and workmanlike manner. Cleaning and patching afterwards may leave visible traces. The Contractor cannot guarantee to match perfectly the color of the old material.
- (B) The Contractor is not responsible for cracks in plaster caused by removal setting or loosening of crack fillers.
- (C) The Contractor is not responsible for discontinued brands, styles or colors. All materials used to be from contractors samples.
- (D) If wood window or door frames or roof sheathing is rotten, additional expense will be billed upon completion.
- (E) The Contractor is not responsible for painting or staining unless otherwise specified.
- (F) The Contractor is not responsible for any defects on the products, windows or screens other than what the manufacturer stipulates.
- (G) It is the customers responsibility to obtain all necessary building permits.
- (H) The Contractor is not responsible for any landscaping or turf replacement due to normal construction procedures.
- (I) Permission to use name and/or photos for marketing purpose: ✓ yes ✓ no
- (J) Permission to put job sign in yard: ✓ yes ✓ no

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Scott Conklin Builders, Inc. reserves the right to substitute similar or greater quality materials. Scott Conklin Builders, Inc. will guarantee workmanship for 2 years from the date of contract. Service calls are billed at \$35.00 for the first hour and \$20.00 per hour after that plus parts not covered by the manufacturer. Jobs are usually scheduled 5-6 weeks from the date of deposit (may vary). All agreements are contingent upon site, accidents or delays beyond our control. Owner to carry fire, lombard, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

CONTRACT TOTAL \$4,800.00

Payment to be made as follows:

DEPOSIT \$500.00 Lopposite

5,000.00 Start

BALANCE DUE \$4,300.00

(Full balance to be due on the day of completion. A service charge will be added to any balance not received within one week from completion.)

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL: I have read the above proposal. The prices, specifications and conditions are satisfactory and hereby accepted. Angelina M. SmeltzerSignature Angelina M. Smeltzer Date 5-23-98 SK

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

Exhibit "A"

COMMONWEALTH OF PENNSYLVANIA)

ss.

COUNTY OF CLEARFIELD

)

Before me, the undersigned officer, personally appeared ANGELINA M. SMELTZER, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Amended Complaint are true and correct to the best of her knowledge, information and belief.

Angelina M. Smeltzer
Angelina M. Smeltzer

SWORN and SUBSCRIBED before me this 13th day of November 2000.

Shannon R. Wisor

Notarial Seal
Shannon R. Wisor, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Aug. 25, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00-1318-CD
*
SCOTT CONKLIN BUILDERS, INC., *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Amended Complaint in the above-captioned action was served on the following persons and in the following manner on the 13th day of November, 2000:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire
Bryant & Associates, PC
107 East Main Street
Millheim, PA 16854



James A. Naddeo
Attorney for Plaintiff

ED

010511 111447Z
2000
W. A. Shaw /
Pneumonoty /
Lacido

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

ANGELINA M. SMELTZER,
Plaintiff

v.

No. 00 - 1318 - CD

SCOTT CONKLIN BUILDERS, INC.
Defendant

Praecipe For Entry of Appearance

Filed on behalf of

Defendant

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & ASSOCIATES, P.C.
107 East Main Street
Millheim, PA 16854

(814) 349-5666

FILED

DEC 07 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

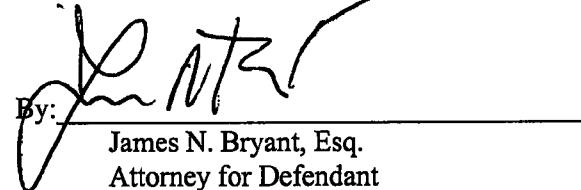
ANGELINA M. SMELTZER, :
Plaintiff :
: :
v. : No. 00 - 1318 - CD
: :
SCOTT CONKLIN BUILDERS, INC. :
Defendant :
:

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on behalf of the Defendant, SCOTT CONKLIN BUILDERS, INC., to the above captioned matter. All papers may be served upon the Defendant at my law offices located at 107 East Main Street, Millheim, PA 16854.

BRYANT & ASSOCIATES, P.C.


By: _____

James N. Bryant, Esq.
Attorney for Defendant
Attorney ID No. 14084
107 East Main Street
Millheim, PA 16854

DATED: December 6, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

ANGELINA M. SMELTZER,
Plaintiff

v.

No. 00 - 1318 - CD

SCOTT CONKLIN BUILDERS, INC.
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **PRAECIPE FOR ENTRY OF APPEARANCE** was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

James A. Naddeo, Esq.
211 ½ East Locust Street
P. O. Box 552
Clearfield, PA 16830

By: 
James N. Bryant, Esq.
Attorney for Defendant

DATED: December 6, 2000

FILED

DEC 07 2000

100-102700-5

William A. Shatz

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

ANGELINA M. SMELTZER,
Plaintiff :
v. : No. 00 - 1318 - CD
SCOTT CONKLIN BUILDERS, INC.
Defendant :

ANSWER

Filed on behalf of

Defendant

Counsel of Record for this Party:

FILED

DEC 13 2000

William A. Shaw
Prothonotary

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & ASSOCIATES, P.C.
107 East Main Street
Millheim, PA 16854

(814) 349-5666

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

ANGELINA M. SMELTZER, :
Plaintiff :
: :
v. : No. 00 - 1318 - CD
: :
SCOTT CONKLIN BUILDERS, INC. :
Defendant :
:

ANSWER

AND NOW, comes the Defendant, Scott Conklin Builders, Inc. by and through his attorney, James N. Bryant, Esq., of Bryant & Associates, P.C. and files this Answer and avers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.
7. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

Count I - Breach of Contract - Unworkmanlike Performance

8. No answer is required.

9. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

10. Denied as stated.

(a) On the contrary, the Defendant at the request of Plaintiff has replaced the roof and totally resolved the problem mentioned in (a).

(b) Denied as stated. On the contrary, the concrete is poured up and over an expansion joint and the cracks, if any, are at the expansion joint, are cosmetic in nature, and do not affect the structural integrity of the building.

(c) Denied as stated. On the contrary, the Plaintiff was always advised that the doors and windows and the "sun porch" was not a four-season building and that it should be attempted to be used as a four-season building, except for special occasions. The fact that the doors and windows are not level would not affect the fact that the windows will frost up because it is not a four-season building and there are no storm windows.

(d) Denied as stated. On the contrary, the materials used are those specified by the Plaintiff and have for years passed without objections in the trade.

11. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

Count II - Breach of Contract - Express Guarantee

12. No answer is required.

13. Denied as stated. On the contrary, the Defendant told Plaintiff that the sun porch would be a lovely addition to her building, and further in no way represented that it would in

any way handle surface or ground water. Plaintiff was further advised that the sun porch could be opened on special occasions, but was not a year around room. In fact, the name sun porch implies it is only for times when there is sun. The Plaintiff understood this and could not afford a more expensive year around room.

14. Denied as stated. On the contrary, a review of the contract will indicate that the deck was to be six (6) foot by eleven (11) foot.

15. It is assumed the Plaintiff relied on the expertise of the Defendant.

16. Admitted.

17. Admitted.

18. Defendant admits in part and denied in part the various allegations of this paragraph as follows:

(a) Admitted. By way of further answer and defense it should be an examination of the contract reveals that the eleven (11) in on the original contract above the seventeen (17) which is crossed out.

(b) After a reasonable investigation, the Plaintiff/Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

(c) The sun porch can be heated, however it is not designed to be heated, it was never warranted as a year around building.

(d) Denied as stated. On the contrary, it is denied that the windows are not level and it is further denied that even if they were not level that this would not in any way allow cold air into the sun porch.

(e) After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

(f) It is admitted this might happen. By way of further answer and defense it is averred that this is the nature of a three season room which peoples put heat in on the fourth season. It is not double walled, nor does it have the vapor bearing windows, and it should in fact freeze up during cold weather.

19. Denied as a conclusion of law.

20. Denied as a conclusion of law.

Count III - Breach of Contract - Implied Warrant of Merchantability and fitness for a Particular Purpose

21. No answer is required.

22. Admitted.

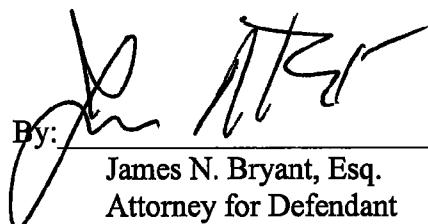
23. Denied for the reasons set forth in previous paragraphs.

24. Admitted.

25. Denied as a conclusion of law.

WHEREFORE, Defendant requests the Complaint be dismissed.

BRYANT & ASSOCIATES, P.C.


By: _____

James N. Bryant, Esq.
Attorney for Defendant
Attorney ID No. 14084
107 East Main Street
Millheim, PA 16854

I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

Scott C. Johnson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

ANGELINA M. SMELTZER,
Plaintiff

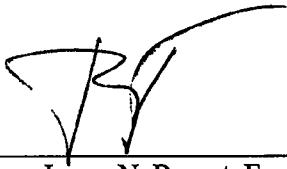
iii. : No. 00 - 1318 - CD

SCOTT CONKLIN BUILDERS, INC.
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within ANSWER was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

James A. Naddeo, Esq.
211 ½ East Locust Street
P. O. Box 552
Clearfield, PA 16830

By: 

James N. Bryant, Esq.
Attorney for Defendant

DATED: December 12, 2000

DEC 13 2000
M&S LOC
William A. Slocum
Post Office

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00-1318-CD
*
SCOTT CONKLIN BUILDERS, INC., *
Defendant.

* Type of Pleading:
*
* Praecepse to Place on
* Arbitration List
*
*
* Filed on behalf of:
* Plaintiff
*
* Counsel of Record for
* this party:
*
* James A. Naddeo, Esq.
* Pa I.D. #06820
*
* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

FEB 05 2001

**William A. Shaw
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

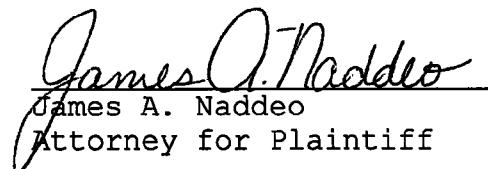
ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00-1318-CD
*
SCOTT CONKLIN BUILDERS, INC., *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe to Place on Arbitration List in the above-captioned action was served on the following persons and in the following manner on the 5th day of February, 2001:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire
Bryant & Associates, PC
107 East Main Street
Millheim, PA 16854


James A. Naddeo
Attorney for Plaintiff



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-8889

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

March 1, 2001

James A. Naddeo, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

James N. Bryant, Esquire
Bryant & Associates, P.C.
107 East Main Street
Millheim, PA 16854

RE: ANGELINA M. SMELTZER
vs.
SCOTT CONKLIN BUILDERS, INC.
No. 00-1318-CD

FILED
MAR 12 2001

William A. Shaw
Prothonotary

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Thursday, May 24, 2001. The following have been appointed to the Board of Arbitrators:

William C. Kriner, Esquire
R. Denning Gearhart, Esquire
Paul E. Cherry, Esquire
Blaise Ferraraccio, Esquire
Jeffrey S. DuBois, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,
Marcy Kelley
Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-~~8089~~ 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

March 12, 2001

James A. Naddeo, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

James N. Bryant, Esquire
Bryant & Associates, P.C.
107 East Main Street
Millheim, PA 16854

RE: ANGELINA M. SMELTZER
vs.
SCOTT CONKLIN BUILDERS, INC.
No. 00-1318-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Thursday, May 24, 2001 at 8:30 A.M. The following have been appointed as Arbitrators:

William C. Kriner, Esquire, Chairman
R. Denning Gearhart, Esquire
Paul E. Cherry, Esquire

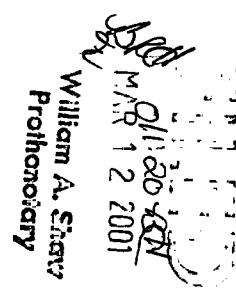
Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,

Marcy Kelley
Marcy Kelley

Deputy Court Administrator

cc: William C. Kriner, Esquire
R. Denning Gearhart, Esquire
Paul E. Cherry, Esquire



William A. Cherry
Prothonotary

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA
CIVIL ACTION

ANGELINE M. SMELTZER, :
Plaintiff :
: :
v. : No. 00-1318-CD
: :
SCOTT CONKLIN BUILDERS, INC., :
Defendant :
:

DEFENDANT'S PRE-TRIAL (ARBITRATION) MEMORANDUM

STATEMENT OF FACTS

The present case involves the result of an addition filed by the homeowner. The homeowner had a 11 foot by 6 foot room addition, for a three season room. The homeowner evidently feels that the room should have been larger, notwithstanding her contract and that there were a number of defects in the construction. A 15 foot by 16 foot room addition with an 11 foot by X 6 foot deck. She is not happy and nothing the builder can do will make her happy.

CITATION TO APPLICABLE CASE OR STATUES

NONE

WITNESSES

1. Scott Conklin


BRYANT & ASSOCIATES, P.C.

FILED

MAY 1 6 2001

William A. Shaw
Prothonotary

By: _____

James N. Bryant, Esq.
Attorney ID No. 14084
Attorney for Defendant
107 East Main Street
Millheim, PA 16854
814-349-5666

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA
CIVIL ACTION

ANGELINE M. SMELTZER, :
Plaintiff :
: :
v. : No. 00-1318-CD :
: :
SCOTT CONKLIN BUILDERS, INC., :
Defendant :
:

CERTIFICATE OF SERVICE

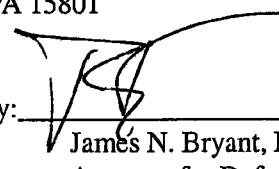
I hereby certify that a true and correct copy of the within **DEFENDANT'S PRE-TRIAL**
(ARBITRATION) MEMORANDUM was served by depositing the same with the United States
Postal Service, postage prepaid, addressed to the following:

James A. Naddeo, Esq.
211 ½ East Locust Street
P. O. Box 552
Clearfield, PA 16830

R. Denning Gearhart, Esq.
215 East Locust Street
Clearfield, PA 16830

William C. Kriner, Esq.
31 North Third Street
P. O. Box 1425
Clearfield, PA 16830

Paul E. Cherry, Esq.
23 East Park Avenue
DuBois, PA 15801

By: 

James N. Bryant, Esq.
Attorney for Defendant

DATED: May 15, 2001

FILED

MAY 16 2001
M 11:35 AM CC
William A. Shaw
Prothonotary
FEB

JAMES A. NADDEO
ATTORNEY AT LAW
211½ EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE
LINDA C. LEWIS

TELEPHONE
(814) 765-1601
TELECOPIER
(814) 765-8142

May 16, 2001

Marcy Kelley
Deputy Court Administrator
Clearfield County Court House
Clearfield, PA 16830

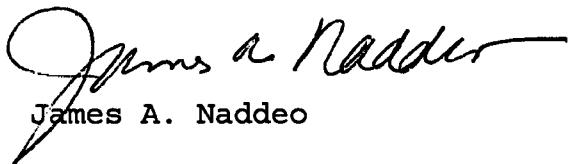
Hand Delivered

RE: Smeltzer v. Conklin Builders
No. 00-1318-CD

Dear Ms. Kelley:

Enclosed is Plaintiff's Pre-Trial Memorandum for the Arbitration scheduled for May 24, 2001.

Sincerely,


James A. Naddeo

JAN/lcl

Cc: James N. Bryant, Esq.
William C. Kriner, Esq.
R. Denning Gearhart, Esq.
Paul E. Cherry, Esq.

Enclosure

RECEIVED

MAY 16 2001

COURT ADMINISTRATOR'S
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER,
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,
Defendant.

*
*
*
*
*
* No. 00-1318-CD
*
*

* Type of Pleading:
*
* Pre-Trial Memorandum
*
*
*
*
*

* Filed on behalf of:
* Plaintiff
*
* Counsel of Record for
* this party:
*
*
*

* James A. Naddeo, Esq.
* Pa I.D. #06820
*
*

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

RECEIVED

MAY 16 2001

COURT ADMINISTRATOR'S
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER,
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,
Defendant.

*

*

*

* No. 00-1318-CD

*

*

*

PRE-TRIAL MEMORANDUM

I. Brief Statement of Case.

On or about May 28, 1998, Plaintiff and Defendant entered into a written contract for the construction of a sun porch, wood deck, and roof panel from Plaintiff's home to her garage. The Defendant performed supplied materials and labor for the construction. The structure constructed by Defendant leaks causing water to enter the enclosed porch and basement. The doors and windows installed on the project are not level allowing cold air into the porch area and frosting up the inside of the windows. Also, the construction was not the required length as indicated in the contract. The Plaintiff has requested the Defendant to repair the defects but it has failed to do so.

II. Case Law and Statutes.

Defendant has admitted in its pleadings that this transaction is subject to the Pennsylvania Uniform Commercial

Code. The contract contains no disclaimer of the warranties of merchantability or fitness for a purpose. 13 Pa. C.S.A. § 2314(b)(a) and (3) applies to this case.

III. Witnesses.

Angelina M. Smeltzer.

Joseph Kane, Conservco, Inc.

Sandra Simler

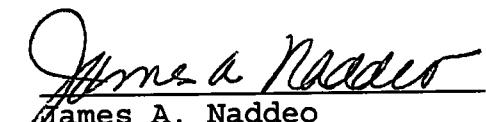
IV. Damages.

\$14,800.00. Report of Joseph Kane attached.

V. Exhibits.

- A. Photographs of construction.
- B. Photographs of water leaking.
- C. Videotape of leaking water.

Respectfully submitted,


James A. Naddeo
Attorney for Plaintiff

CONSERVCO

GENERAL CONTRACTORS

SEP 13 1999

MAILING ADDRESS
805 SOUTH SECOND STREET
CLEARFIELD, PA. 16830

OFFICE ADDRESS
ONE WASHINGTON AVENUE
HYDE, PA. 16843

J. F. KANE
R. HELSEL
(814) 765-6726
FAX: (814) 765-2380

August 8, 1999

Mr. James Naddeo
211 1/2 Locust Street
Clearfield, PA.
16830

Re: Smeltzer

Dear Jim;

Per your request we visited the home of Mrs. Smeltzer with an eye towards appraising the construction techniques used in the erection of her sun porch. Following is our report

PROJECT

The work involved constructing a wood deck on the rear of the home then adding a pre fab porch enclosure constructed of insulated aluminum panels. The unit has a bank of sliding glass windows and two exterior aluminum doors. Also included in the project was a concrete approach to the new room, a canopy leading from the existing house to the existing garage, and a small wood deck.

COMPLAINTS OF MRS. SMELTZER

1. The structure leaks at the juncture of the new roof line with the existing
2. The basement continues to get water
3. The room can not be heated
4. The windows frost over in cold weather
5. The concrete is cracking
6. Doors and windows are out of level

CONSERVCO

GENERAL CONTRACTORS

MAILING ADDRESS
805 SOUTH SECOND STREET
CLEARFIELD, PA. 16830

OFFICE ADDRESS
ONE WASHINGTON AVENUE
HYDE, PA. 16843

J. F. KANE
R. HELSEL
(814) 765-6725
FAX: (814) 765-2380

RESPONSE TO COMPLAINTS

1. The existing home has a roof pitch of approximately 3 over 12. The new roof has a pitch of less than 1 over 12. The new roof panels were butted against the existing fascia board then one layer of what appears to be 90 pound felt paper was slipped under the existing roof shingles and glued over the new aluminum roof panels. At the gable end of the roof a piece of 8 inch rubber was glued to the fascia and panels. This installation is one of the worst I have ever seen. It will always leak and as the materials age it will grow progressively worse. There should be a serious concern as to the structural design of the new roof. A snow / ice load of any magnitude will collapse this roof.

2. The home sits on the downhill side of the property. It will always have water. If this new porch was sold as a cure for the water problem it was a complete misrepresentation.

3. The room has two small floor grills installed next to the existing building. There is no return air. The large amount of glass area makes heating this space economically impossible.

4. The design of the windows is such that there is no thermal break along the top and bottom track. Given the amount of windows this multiplies into the equivalent of having a windows open two inches in the dead of winter. This fact in combination with poor heat and high moisture results in the frost condition

5. The concrete walks were poured tight to both buildings with no expansion materials. It had to crack. The concrete was overfinished resulting in an inferior appearance. Eventually the top will flake off. Freezing water will get into the cracks and heave the sidewalk.

CONSERVCO

GENERAL CONTRACTORS

MAILING ADDRESS
805 SOUTH SECOND STREET
CLEARFIELD, PA. 16830

OFFICE ADDRESS
ONE WASHINGTON AVENUE
HYDE, PA. 16843

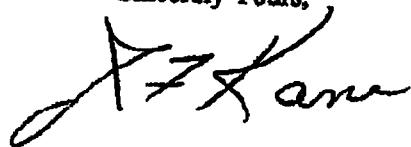
J. F. KANE
R. HELSEL
(814) 765-6725
FAX: (814) 765-2380

6. It would appear that the whole structure is settling resulting in the doors and windows now being out of level. This condition will continue to worsen with frost / thaw cycles.

The materials used on this project where low end. In reading the contract the homeowner signed there is no indication of the quality of materials. The workmanship is as inferior as I have seen. It should be noted that included in the contract was the construction of a wood deck to be six feet wide by seventeen feet long. The actual deck is 6' x 11'.

The remedy to this project is to remove all the work and start over.

Sincerely Yours,



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00-1318-CD
*
*
SCOTT CONKLIN BUILDERS, INC., *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Plaintiff's Pre-Trial Memorandum filed in the above-captioned action was served on the following persons and in the following manner on the 16th day of May, 2001:

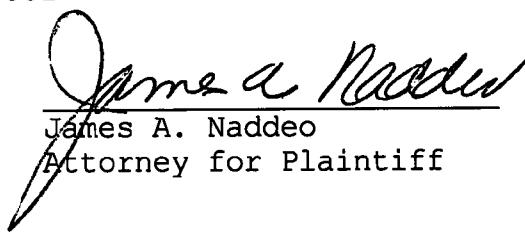
First-Class Mail, Postage Prepaid

James N. Bryant, Esquire
Bryant & Associates, PC
107 East Main Street
Millheim, PA 16854

William C. Kriner, Esquire
31 North Third Street
Clearfield, PA 16830

R. Denning Gearhart, Esquire
215 East Locust Street
Clearfield, PA 16830

Paul E. Cherry, Esquire
23 East Park Avenue
DuBois, PA 15801


James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Angelina M. Smeltzer

Vs.

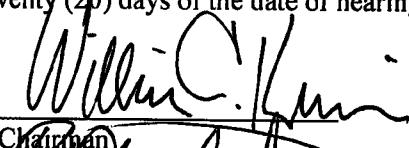
Scott Conklin Builders, Inc.

No. 2000-01318-CD

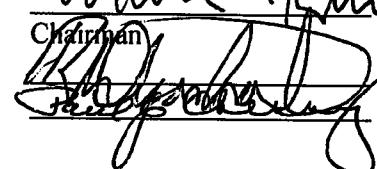
OATH OR AFFIRMATION OF ARBITRATORS

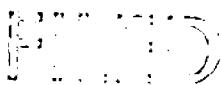
Now, this 24th day of May, 2001, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

William C. Kriner, Esq.

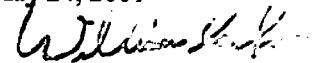

Chairman

R. Denning Gearhart, Esq.


Paul E. Cherry, Esq.



Sworn to and subscribed before me this
May 24, 2001

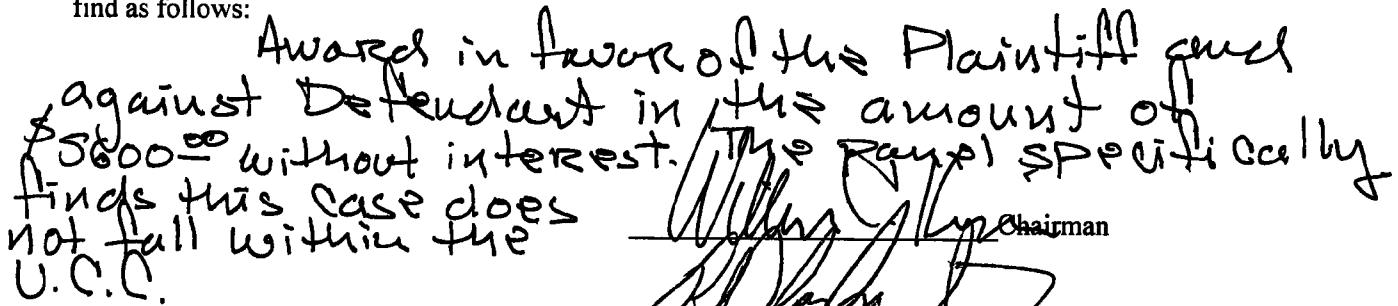

Prothonotary

MAY 24 2001

William A. Sherry
Prothonotary

AWARD OF ARBITRATORS

Now, this 24th day of May, 2001, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:


Award in favor of the Plaintiff and
against Defendant in the amount of
\$5600.00 without interest. The Panel specifically
finds this case does not fall within the
U.C.C.

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 24th day of May, 2001, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By _____

01/11/2018
Notice +
Affy Agent
Notice to
Affy Naddo

COPY

Angelina M. Smeltzer

Vs.

Scott Conklin Builders, Inc.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
No. 2000-01318-CD

NOTICE OF AWARD

TO: JAMES N. BRYANT

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 24, 2001 and have awarded:

Award in favor of the Plaintiff and against Defendant in the amount of \$5,600.00 without interest. The panel specifically finds this case does not fall within the U.C.C.

William A. Shaw
Prothonotary
By _____

May 24, 2001

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

COPY

Angelina M. Smeltzer : IN THE COURT OF COMMON PLEAS
Vs. : OF CLEARFIELD COUNTY
: No. 2000-01318-CD
: :
Scott Conklin Builders, Inc.

NOTICE OF AWARD

TO: JAMES A. NADDEO

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 24, 2001 and have awarded:

Award in favor of the Plaintiff and against Defendant in the amount of \$5,600.00 without interest. The panel specifically finds this case does not fall within the U.C.C.

William A. Shaw
Prothonotary
By _____

May 24, 2001

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER,
Plaintiff,

v.

SCOTT CONKLIN
BUILDERS, INC.,
Defendant.

*
*
*
* No. 00 - 1318 - CD
*
*

*

* Type of Pleading:

* Praeclipe to Enter
* Judgment on Award
* of Arbitrators

*

*

*

* Filed on behalf of:
* Plaintiff

*

* Counsel of Record for
* this party:

*

*

* James A. Naddeo, Esq.
* Pa I.D. 06820

*

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

JUN 2 2001

William A. Shaw
Prothonotary

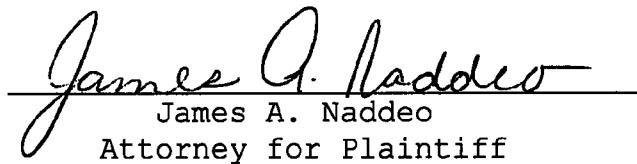
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00 - 1318 - CD
*
SCOTT CONKLIN *
BUILDERS, INC., *
Defendant. *

PRAECIPE TO ENTER JUDGMENT ON AWARD OF ARBITRATORS

TO THE PROTHONOTARY:

Please enter judgment for Plaintiff, Angelina M. Smeltzer, and against Defendant, Scott Conklin Builders, Inc., in the amount of \$5,600.00 in accordance with the Arbitration Award filed on May 24, 2001, a copy of which is attached hereto, with interest from date of judgment.



James A. Naddeo
Attorney for Plaintiff

Angelina M. Smeltzer

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
No. 2000-01318-CD

Vs.

Scott Conklin Builders, Inc.

MAY 25 2001

NOTICE OF AWARD

TO: JAMES A. NADDEO

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 24, 2001 and have awarded:

Award in favor of the Plaintiff and against Defendant in the amount of \$5,600.00 without interest. The panel specifically finds this case does not fall within the U.C.C.

William A. Shaw
Prothonotary
By _____

May 24, 2001

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00 - 1318 - CD
*
*
SCOTT CONKLIN *
BUILDERS, INC., *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe to Enter Judgment on Award of Arbitrators filed in the above-captioned action was served on the following persons and in the following manner on the 26th day of June, 2001:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire
Bryant & Associates, PC
107 East Main Street
Millheim, PA 16854

James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

FILED

2/28/01

3/1/01 cc: City/Police
William A. Shaw
Prothonotary

City/Police
PC

cc: City/Police
Statement to City

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER,
Plaintiff,

v.

SCOTT CONKLIN
BUILDERS, INC.,
Defendant.

*

*

*

* No. 00 - 1318 - CD

*

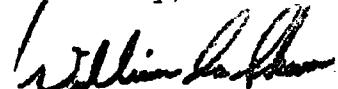
*

*

COPY

Notice is given that a JUDGMENT in the above-captioned matter has been entered against you in the amount of \$5,600.00 plus interest from the date of this Judgment.

Prothonotary,



William A. Shaw

Date: June 26, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Angelina M. Smeltzer
Plaintiff(s)

No.: 2000-01318-CD

Real Debt: \$5,600.00

Atty's Comm:

Vs.

Costs: \$

Int. From:

Scott Conklin Builders, Inc.
Defendant(s)

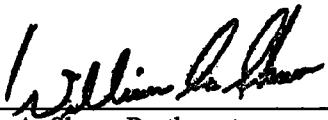
Entry: \$20.00

Instrument: Judgment/Arbitration Award

Date of Entry: June 26, 2001

Expires: June 26, 2006

Certified from the record this 26th of June, 2001



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00-1318-CD
*
SCOTT CONKLIN BUILDERS, INC., *
Defendant. *

* Type of Pleading:
*
* Praecepce to Satisfy
* Judgement
*
*
* Filed on behalf of:
* Plaintiff
*
* Counsel of Record for
* this party:
*
* James A. Naddeo, Esq.
* Pa I.D. #06820
*
* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

SEP 07 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

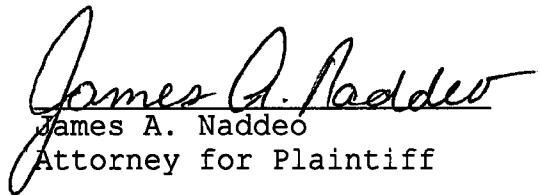
ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00-1318-CD
*
SCOTT CONKLIN BUILDERS, INC., *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praecipe to Satisfy Judgement filed in the above-captioned action was served on the following persons and in the following manner on the 7th day of September, 2001:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire
Bryant & Associates, PC
107 East Main Street
Millheim, PA 16854


James A. Naddeo
Attorney for Plaintiff

FILED

SEP 07 2001
Q13 3816741 Naddoo
William A. Shaw
Prothonotary
00 \$7.00

Cpl. Sato

by attorney
Sato

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2000-01318-CD

Angelina M. Smeltzer

Debt: \$5,600.00

Vs.

Atty's Comm.:

Scott Conklin Builders, Inc.

Interest From:

Cost: \$7.00

NOW, Friday, September 07, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 7th day of September, A.D. 2001.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00-1318-CD
*
SCOTT CONKLIN BUILDERS, INC., *
Defendant. *

* Type of Pleading:
*
* Praeclipe to Satisfy
* Judgement
*
*
* Filed on behalf of:
* Plaintiff
*
* Counsel of Record for
* this party:
*
*
* James A. Naddeo, Esq.
* Pa I.D. #06820
*
* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

SEP 07 2001

William A. Shaw
Prothonotary

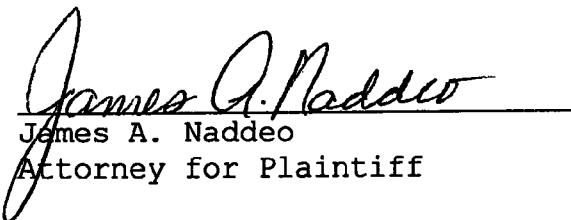
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00-1318-CD
*
SCOTT CONKLIN BUILDERS, INC., *
Defendant. *

PRACECIPLE TO SATISFY JUDGEMENT

TO THE PROTHONOTARY:

Please mark the above-captioned Judgment satisfied
and discontinued.



James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

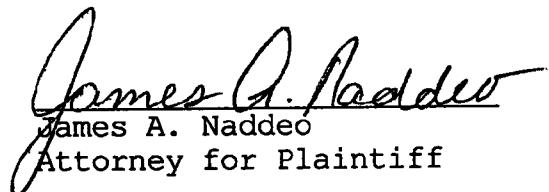
ANGELINA M. SMELTZER, *
Plaintiff, *
*
v. * No. 00-1318-CD
*
SCOTT CONKLIN BUILDERS, INC., *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praecipe to Satisfy Judgement filed in the above-captioned action was served on the following persons and in the following manner on the 7th day of September, 2001:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire
Bryant & Associates, PC
107 East Main Street
Millheim, PA 16854

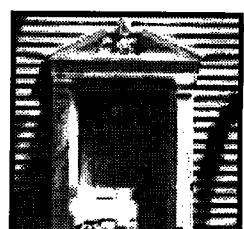

James A. Naddeo
Attorney for Plaintiff



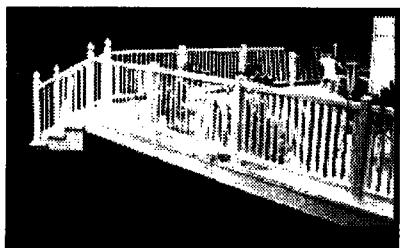
VINYL SIDING

SCOTT CONKLIN

BUILDERS, INC.



ENTRY DOORS



VINYL DECKING & RAILINGS

Visit our office showroom
RT. 350 S - TYRONE PIKE
PHILIPSBURG, PA 16866
PHONE: (814) 342-4685
TOLL FREE: 1-800-723-8753

SIDING **WINDOWS** **DOORS**
3 & 4 SEASON
DECKS **ENCLOSURES** **FENCING**



GLASS ROOM ENCLOSURES

TO Mrs. Angelina Smeltzer
 (PURCHASER)
R.R. 2 Box 189
 (NO. & STREET)
Morrisdale PA
 (CITY & STATE)

DATE 5-21-98345-5327

(HOME PHONE)

62

(WORK PHONE)

We hereby submit specifications and estimates for:

Home RenovationWork to include:

Install white Clearview Room 14x16 with 4x6 entry --
 sliding windows with screens. 4" Insulated roof. Treated lumber
 floor with 3/4" Treated Plywood floor. Roof panel from porch to
 Garage. -- Pour concrete from Garage to house approx. 30x9.
 Install 6x11^① Deck with roof over attached room. Treated lumber floor.
 Install 12x16 Concrete pad, from porch to east of home. Clearview
 to have 5/8 Insulated glass

Price includes Material, Tax, Labor**PLAINTIFF'S EXHIBIT**PROPOSED BY: Scott Conklin

IT IS FURTHER UNDERSTOOD THAT:

- (A) The Contractor is hereby authorized to make all such openings as are necessary for the fulfillment of this agreement and will close all such openings in a neat and workmanlike manner. Closing and patching afterwards may leave visible traces. The Contractor cannot guarantee to match perfectly the color of the old materials.
- (B) The Contractor is not responsible for cracks in plaster caused by normal setting or loosening of crack fillers.
- (C) The Contractor is not responsible for discontinued brands, styles or colors. All materials used to be from contractors samples.
- (D) If wood window or door frames or roof sheeting is rotten, additional expense will be billed upon completion.
- (E) The Contractor is not responsible for painting or staining unless otherwise specified.
- (F) The Contractor is not responsible for any defects on the products, windows or screens other than what the manufacturer stipulates.
- (G) It is the customers responsibility to obtain all necessary building permits.
- (H) The Contractor is not responsible for any landscaping or turf replacement due to normal construction procedures.
- (I) Permission to use name and/or photos for marketing purpose yes no
- (J) Permission to put job sign in yard yes no

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Scott Conklin Builders, Inc., reserve the right to substitute similar or greater quality materials. Scott Conklin Builders, Inc. will guarantee workmanship for 2 years from the date of contract. Service calls are billed at \$35.00 for the first hour and \$20.00 per hour after that plus parts not covered by the manufacturer. Jobs are usually scheduled 5-6 weeks from the date of deposit (may vary). All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

CONTRACT TOTAL \$14,800.00

Payment to be made as follows:

DEPOSIT \$500.00 Deposit\$5,000 upon startBALANCE DUE \$4,800.00

(Full balance is due on the day of completion. A service charge will be added to any balance not received within one week from completion.)

NOTE: This proposal may be withdrawn by us if not accepted within 45 days.

ACCEPTANCE OF PROPOSAL: I have read the above proposal. The prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature Angelina M. SmeltzerDate 5-28-98

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

STORM DOORS ONLY

(Only Doors Designated Available With Tempered Glass)

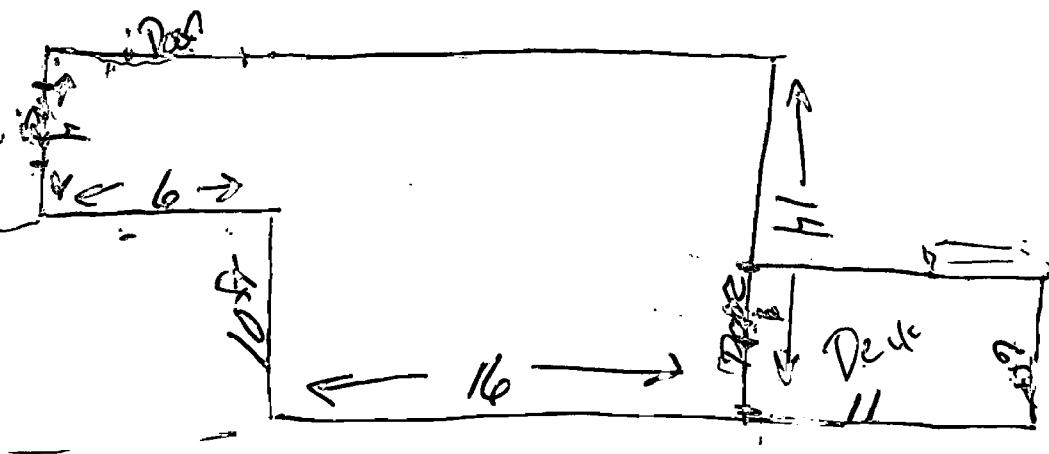
To: MAHONING VALLEY ALUMINUM PRODUCTS
3201 Vestal Road • Youngstown, Ohio 44509
(216) 799-7081 • FAX 799-7909

From _____.

Yard

Date _____ 19 _____

P.O. Number _____



4ft x 18ft Roof Panel

18ft C Beam

8ft 6" C Beam